



**Cooperation Programme
«628 - Interreg VI-A IPA Greece-North Macedonia»
Project: CulTour crossing borders - 6007150**

SUBSIDY CONTRACT No. 24118

By this contract

between

The Managing Authority INTERREG 2021-2027 of the Ministry of Economy & Finance, acting as the Managing Authority of the Cooperation Programme 628 - Interreg VI-A IPA Greece-North Macedonia, being a party to this contract and represented by Mr Nikolaos Papathanasis, Alternate Minister of Ministry of Economy and Finance, Ministry of Economy & Finance, hereinafter referred to as “Contracting Authority”, on one side,

and

the EPHORATE OF ANTIQUITIES OF CILCIS, Lead Beneficiary of the operation (project) entitled Ancient Europos - Doiran Lake - Roman Baths Bansko: Crossing Borders for Sustainable Culture and Tourism - CulTour crossing borders hereinafter referred to as “Lead Beneficiary”, based in 77, 21th June st., 61100, Kilkis, represented by Ms Georgia Stratouli, Director of the Ephorate of Antiquities of Kilkis, *on the other side*, hereinafter jointly referred to as “**the Parties**”,

With regard to the framework of the provisions and documents hereunder:

1. Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy (hereinafter “Common Provisions Regulation – CPR”);
2. Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments (hereinafter “ETC Regulation”);
3. Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund;
4. The Regulation (EU) 2021/1529 of the European Parliament and of the Council of 15 September 2021 establishing the Instrument for Pre-Accession assistance (IPA III);
5. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General

Data Protection Regulation);

6. Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012;

7. Commission delegated Regulation (EU) No 240/2014 of 7 January 2014 on the European code of conduct on partnership in the framework of the European Structural and Investment Funds;

8. The Law 4914/2022 for the "Management, control and implementation of development interventions for the Programming Period 2021-2027, establishment of the Public Company "National Register of Young Enterprises S.A." and other provisions" (Government Gazette 61/A/21.3.2022);

9. The Interreg (VI-A) IPA CBC 'Greece – North Macedonia 2021 – 2027' Cooperation Programme, as approved by the European Commission Implementing Decision C(2022) no. 8646/ 23 Nov 2022 for the approval of the support of the Cooperation Programme "(Interreg VI-A) IPA CBC Greece-Norh Macedonia" from the European Regional Development Fund and from the Instrument of Pre-Accession Assistance under the objective of European Territorial Cooperation (Interreg) in Greece and North Macedonia (CCI 2021 TC16IPCB009);

10. The EU and national Rules related to the public procurement & competition, eligibility of expenditure, protection of the environment, equal opportunities, non-discrimination, the sustainable development, state aid framework, gender equality, the right to accessibility of disabled people according to the Charter of Fundamental Rights;

11. The Financing Agreement, signed at 21-12-2023 between the European Commission, the Managing Authority and Republic of North Macedonia in accordance with Article 59 of Regulation (EU) No1059/2021;

12. The Management and Control System of Cooperation Programme (Interreg VI-A) IPA CBC "Greece – North Macedonia 2021-2027", as in force;

13. The decision of August 9, 2024 of the 8th written procedure of the Monitoring Committee of the "Interreg (VA-I) IPA CBC "Greece - North Macedonia 2021-2027" Programme by which the Terms of Reference of the 1st Open Call for Project Proposals, the Programme and Project Implementation Manual, the Applicant's Package, the Project Selection Methodology and the Selection Criteria, were approved;

14. The decision of May 2, 2025 of the 12th written procedure of the Monitoring Committee of the Programme referring to Application Form ID 20850 of the Lead Beneficiary of the operation to the Managing Authority "INTERREG 2021-2027", for inclusion of project "Ancient Europos - Doiran Lake - Roman Baths Bansko: Crossing Borders for Sustainable Culture and Tourism" in the Programme, with MIS code 6007150.

15. The Partnership Agreement between the Lead Beneficiary and the Beneficiaries of the Operation (Project) "Ancient Europos - Doiran Lake - Roman Baths Bansko: Crossing Borders for Sustainable Culture and Tourism"

16. The Applicants Package as in force;

Hereby the following are concluded, regarding the project:

MIS	6007150
Project Acronym	CulTour crossing borders
Project Title	Ancient Europos - Doiran Lake - Roman Baths Bansko: Crossing Borders for Sustainable Culture and Tourism
Call	4596
Specific Objective	RSO4.6 - Culture and sustainable tourism

The Lead Beneficiary undertakes the obligation to implement the project in collaboration with the following 3 beneficiaries:

Beneficiary 2: - REGION OF CENTRAL MACEDONIA, VAS. OLGAS 198, THESSALONIKI, ATHINA ATHANASIADOU-AIDONA, GOVERNOR OF THE REGION OF CENTRAL MACEDONIA

Beneficiary 3: - NATIONAL INSTITUTE FOR THE PROTECTION OF CULTURE MONUMENTS & MUSEUM STRUMICA, 27 MARCH NO. 2, STRUMICA, BRANKO GORGIEV, DIRECTOR

Beneficiary 4: - MEGJUNARODNA SORABOTKA JUG JUG PODRUZNICA SKOPJE, 1616 num.2, SKOPJE, GORAN BOSHKOV, HEAD



The total eligible budget for the approved project according to the Monitoring Committee's decision is 1.382.043,00 euro. The total amount for IPA III funding is calculated on the total eligible costs of the project, as follows:

s/n (1)	Institution (2)	Country (3)	EU Contribution (4)	National Contribution (5)	Total Eligible Budget (6)	PIP Code (7)
18026033	EPHORATE OF ANTIQUITIES OF CILCIS	ELLADA	384.000,00	96.000,00	480.000,00	
2010002	REGION OF CENTRAL MACEDONIA	ELLADA	360.352,00	90.088,00	450.440,00	
997132991	NATIONAL INSTITUTE FOR THE PROTECTION OF CULTURE MONUMENTS & MUSEUM STRUMICA	Republic of North Macedonia	107.520,00	26.880,00	134.400,00	
93000095	MEGJUNARODNA SORABOTKA JUG JUG PODRUZNICA SKOPJE	Republic of North Macedonia	253.762,40	63.440,60	317.203,00	
Total Budget			1.105.634,40	276.408,60	1.382.043,00	

Project Financial Details (Table 1)

Article 1 - Content of the Contract

- 1.1 A Subsidy Contract is awarded to the Lead Beneficiary for the implementation of the project approved according to the decision taken by the Monitoring Committee of the 628 - Interreg VI-A IPA Greece-North Macedonia Cooperation Programme.
- 1.2 This contract determines the funding conditions for the whole partnership as represented by the Lead Beneficiary. The Lead Beneficiary is subject to the terms and conditions set out in this contract and the annexes thereto. The Monitoring Committee's approval decision of the project and the approved Application Form, form an integral part hereof.
- 1.3 The Union support co-financing rate of the project is up to 80% of the eligible expenditure for all Project Beneficiaries, depending on any generation of revenue within the project.
- 1.4 The Lead Beneficiary declares that the Project Beneficiaries have not, nor shall they receive, additional funding for the entire or part of the project from the European Union throughout the period of the implementation of the project.
- 1.5 Payments to Beneficiaries will be made according to the availability of funding from initial and annual pre-financing and interim payments from the European Commission.
- 1.6 If funds from the European Commission are not transferred, the Managing Authority of the Cooperation Programme 628 - Interreg VI-A IPA Greece-North Macedonia shall be entitled to terminate the contract at any time without the Lead Beneficiary being entitled to claim any rights. In any case, decision of the Monitoring Committee shall be requested.

Article 2 - Duration of the Contract

- 2.1 The project implementation period is determined by the approved Application Form (attached herewith as Annex 2). In any case, the implementation period cannot exceed the 31st of December 2029.
- 2.2 Without prejudice to the provisions concerning the implementation of the project and the eligibility of expenditure, this contract enters into force on the date it has been signed by the last party and expires after any obligations arising from the EU and national legislation are fulfilled.

Article 3- Terms of Funding – Eligibility of Expenditure - Timetable

- 3.1. Approved funding is granted exclusively for the implementation of the project as described in the Application Form (attached herewith as Annex 2) of the above mentioned project, in accordance with the Applicant's Package approved by the Monitoring Committee.
- 3.2. Only the expenditure related to the project implementation is eligible for IPA III co-financing. Eligibility rules are specified by the Chapter V Articles 37 – 44 of the Regulation (EU) No 1059/2021, the Article 11 of Regulation (EU) 1529/2021, as well as by the provisions set out in the Programme and the related Programme Documents (Programme and Project Implementation Manual, etc.) in force, and by the national regulations on eligibility of expenditure.
- 3.3. Preparation costs are included in the total eligible budget, provided these have been made in accordance with eligibility rules of the specific Call for proposals and are directly related to the implementation of the project.
- 3.4. The starting date of eligibility of costs funded under the Programme is the 01st of January 2021.
- 3.5. Expenditures incurred after finalization of the implementation period of PP 2021-2027 shall not be eligible. In case the project is not finalized within the eligible period for expenditures, the Lead Beneficiary and its Project Beneficiaries shall ensure availability of the necessary funds, from their own budget, for the completion of the project.
- 3.6. The Lead Beneficiary undertakes the obligation to implement the project and transfer the funds linked to expenditure directly related to it, in accordance with the approved project timetable as described in the approved Application Form (attached herewith as Annex 2). Any deviation from the project implementation timetable, not approved according to the procedures specified in the Programme and Project Implementation Manual (project modifications), will be deemed by the Managing Authority as partial or total non-performance of the project. In such a case, the Managing Authority reserves the right to reduce the project budget accordingly following a decision taken by the Monitoring Committee of the Programme. The amount to be recovered will be calculated based on the progress in project implementation and in accordance with the payments made until the above procedure has been put into force.
- 3.7. The Managing Authority reserves the right to reduce the approved project budget in the following cases:
 - a. In case that one (1) year after signing of the subsidy contract the total verified expenditure, with regard to the previous year, is less than 20% of the total project budget, the Monitoring Committee, upon proposal of the Managing Authority, may decide to reduce the budget of the project. If reduction of the project budget is decided, this contract and respective annexes will be modified accordingly.
 - b. In case there are significant delays in project implementation, compared to the Start-Up Time Plan submitted to the MA/JS before signing the Subsidy Contract, the Monitoring Committee, upon proposal of the Managing Authority, may decide to reduce the budget of the project and the project scope, as long as the project remains operational.
 - c. In the event of non-implementation of the project, partially or entirely, by one or more Beneficiaries, according to the approved Application Form, based on the decision of the Monitoring Committee following a proposal from the Managing Authority. This process may be initiated independently by the Managing Authority or within the context of examining project modification requests on submitted by the Lead Beneficiary.
- 3.8. In the event of delays in the availability of funds/credits, the Managing Authority may withhold payments until the funds/credits become available and cannot be held responsible for delays in payments to the beneficiaries of the project. In this case, any claims by the beneficiaries against the Managing Authority are excluded.

Article 4- Progress Reports – Cash Flows

- 4.1 For thorough monitoring of project implementation, “Progress Reports” are submitted to the Joint Secretariat by the Lead Beneficiary, according to the timetable included in the approved Application Form and Programme and Project Implementation Manual, as in force.
- 4.2 Exchange of information between the beneficiaries for the completion of the Progress Report is conducted in accordance with the methods specified in the partnership's operating regulations.
- 4.3 Should the Project Beneficiaries delay in submitting to the Lead Beneficiary their activity and financial reports, the Lead Beneficiary shall abide by the deadlines for submission included herein. When the missing information becomes available, the Lead Beneficiary shall include it in the next progress report to the Joint Secretariat. Repetitive delays in submitting the Progress Reports to the JS may be considered as serious indication of dysfunctional Project Management and may lead to budget and scope reduction, at Project or Beneficiary level.
- 4.4 Verification of expenditure is made based in the applicable Management and Control System, on MIS. Based on the verified expenditure, periodical interim payment claims are submitted to the EC by the Certifying and Verifying Authority.
- 4.5 Project funding concerns exclusively the eligible expenditure of the project, according to article 3 herein.
- 4.6 The Joint Secretariat, Managing Authority, Certifying and Verifying Authority, the National Authorities and the European Commission may at any time ask for supplementary information concerning payment claims or project implementation.
- 4.7 The Certifying and Verifying Authority will transfer the IPA III contribution to an interest-free project dedicated bank account indicated by the Lead Beneficiary in the application form. The LB shall further transfer the amount to the PBs except for those PBs located in Greece, who will receive IPA III contribution from the Greek Public Investment Account Programme.
- 4.8 Progress Reports shall be submitted based on the Management and Control System in force.
- 4.9 Payments of the Union contribution are made by the Certifying Authority (CA) to the Lead Beneficiaries, depending on the availability of funds from pre-financing and interim payments, based on the verified expenses of project beneficiaries. In the event of non-availability of funds due to decisions by Community bodies or audits, the Managing Authority (MA) is entitled to terminate this contract or reduce the amount of co-financing. In these cases, any legal claims by the beneficiaries against the MA are excluded. In such an event, the Lead Beneficiary will be duly notified by the MA and informed about the actions to be taken.
- 4.10 In the case of an advance payment, this shall be settled in instalments, by withholding from the subsequent payment requests of the respective beneficiary, proportionally, until final payment to the corresponding project beneficiary. Advance payment must be offset at final payment. In any case, the amount paid as advance payment must be cleared no later than official closure of the project.
- 4.11 Payments from the Certifying and Verifying Authority to the Lead Beneficiary will be made in euro. In case of delay in the transfer of funds from the European Commission, the Lead Beneficiary and the rest of the Beneficiaries are not entitled to claim any rights against the Managing Authority.
- 4.12 On the basis of the decision of the Monitoring Committee of the Programme, the Lead Beneficiary should take any available administrative and legal action to recover from the Project Beneficiaries any amounts of IPA III contribution unduly paid concerning their participation in the project, as stated in article 6.4. In case of the Project Beneficiaries located in Greece, the MA/CA may withhold any amounts concerned from future applications of interim payments, setting off the relevant amounts in relation to the operation of the Greek Public Investment Account Programme. In any other case the procedure for recoveries of unduly paid amounts for beneficiaries located in Greece should be immediately initiated.

Article 5- Lead Beneficiary and Project Beneficiaries Responsibilities

- 5.1. The project partnership is governed by the Lead Beneficiary principle. The Lead Beneficiary legally represents the beneficiaries participating in the project vis-à-vis the Managing Authority, the Certifying and Verifying Authority, the participating countries, the Audit Authority and the European Commission.

- 5.2. The Lead Beneficiary will be assisted in its role by a “Project Management Team” comprising of representatives from all beneficiaries, taking decisions unanimously and governed by internal rules of procedures.
- 5.3. The Lead Beneficiary, vis-à-vis the JS/MA, accepts total responsibility for implementation and management of the project, as described in the approved application form and undertakes the responsibility to coordinate the rest of the beneficiaries participating in the project and ensures that all Beneficiaries referred to herein undertake the obligation to participate in the implementation of the project.
- 5.4. The Lead Beneficiary shall ensure that the expenditure presented by the beneficiaries participating in the project has been incurred for the purpose of the project implementation and corresponded to the activities agreed between such Beneficiaries.
- 5.5. The Lead Beneficiary shall be responsible for transferring the IPA III contribution to the Beneficiaries participating in the operation and are not located in Greece, within one (1) month of its receipt and in full, without withholding any amounts. Repetitive violations of the above deadline may be considered as serious indication of dysfunctional Project Management and may lead to reduction of budget and scope on the Project or Lead Beneficiary level.
- 5.6. The Lead Beneficiary shall ensure that all Beneficiaries including itself keep records and all documents concerning the implementation of the project, keeping the MA/JS informed about the place and method of record-keeping.
- 5.7. The Lead Beneficiary is the only liable party against third parties and shall bear the responsibility of damages of any kind occurred to them during the implementation of the project. The Lead Beneficiary accepts that the Managing Authority shall not have any liability in respect of any claims or proceedings taken against the Lead Beneficiary for any breach of law caused by its employees or the beneficiaries of the project, and/or for any infringement of the rights of any third party.
- 5.8. The Lead Beneficiary shall lay down the arrangements for its relations with the Beneficiaries participating in the operation in a “Partnership Agreement” comprising, inter alia, provisions guaranteeing sound financial management of the funds allocated to the project, including arrangements for recovering any amounts unduly paid. Allocation of mutual responsibilities among Project Beneficiaries is specified in the Partnership Agreement.
- 5.9. Project beneficiaries are obliged to keep and update a project file with all the details concerning implementation of the project until its completion, final payment, and full operation. The project file should include all supporting documents related to expenses and audits for a period of five (5) years from December 31 of the year in which the last payment to the beneficiary is made. The Managing Authority (MA) will inform the beneficiary of the start date of the document retention period upon completion of the project. Such details and supporting documents must be kept either as originals, updated copies of the originals, or in commonly accepted data carriers, including electronic versions of original documents or documents only in electronic format.
- 5.10. Project Beneficiaries are required to adhere to the following long-term commitments for the projects to retain their eligibility for funding from the Funds:
 - a) For infrastructure or productive investment projects, within five (5) years from the final payment or within the deadline specified by the state aid rules, the following must not occur:
 - (i) Cessation or relocation of a productive activity outside the programme area,
 - (ii) A change in the ownership status of an infrastructure element that provides an unjustified advantage to a company or public body
 - (iii) A substantial change that affects the nature, objectives, or implementation of the terms that could undermine the initial objectives.
 - b) Other long-term commitments defined by the Programme’s Managing Authority in accordance with the applicable Operational Programme or established by the regulatory framework governing the project.

Article 6 - Obligations and rights of the Managing Authority

The Managing Authority:

- 6.1. Undertakes the obligation to check that the provisions set out herein are met throughout the implementation and after completion of the project.
- 6.2. Undertakes the obligation to ensure consistency, legality and eligibility of expenditure based on information received by the Lead Beneficiary.
- 6.3. May under no circumstances, for any reason whatsoever, be deemed liable for damages caused to the staff and the property of the Lead Beneficiary or any Beneficiary in the course of the project implementation. Therefore, any claim for damages or increase of the funding will not be accepted.
- 6.4. In case that the Managing Authority is notified about irregularities in the project and in particular on the basis of findings of the "controllers" or after an audit is conducted, and as long as the relevant amounts have been paid by the MA/CA, it will demand return of all or part of the funding paid out for the project from the Lead Beneficiary, who will claim repayment of such amounts by the respective Beneficiary/ries, with the exception of Project Beneficiaries located in Greece, for whom the MA/CA may withhold such amounts from future requests of interim payments, setting off the said amounts through the Greek Public Investment Account Programme or ask return of such amounts to a bank account indicated by the MA/CA. In any other case the procedure for recoveries of unduly paid amounts as provided for in the Greek regulatory framework for beneficiaries located in Greece shall be immediately initiated.
- 6.5. The Lead Beneficiary, in order to secure repayment of any unduly paid amounts, will claim any such amounts by the respective Beneficiary/ies, with the exception of Project Beneficiaries located in Greece. In the event that recovery of funds is not possible, the Lead Beneficiary must immediately inform the Managing Authority. If the Lead Beneficiary does not succeed in securing repayment from other beneficiaries, or if the MA/CA does not succeed in securing repayment from the Lead Beneficiary, the participating country, on whose territory the Beneficiary concerned is located, shall reimburse the MA/CA any amounts unduly paid to that Beneficiary, to an account provided for by the Greek law. The Managing Authority, in collaboration with the Certifying and Verifying Authority, is responsible for reimbursing the amounts concerned to the general budget of the European Union.
- 6.6. Ensures that the Certifying and Verifying Authority receives all necessary information on the procedures and verifications carried out in relation to expenditure for the purpose of certification.
- 6.7. The Lead Beneficiary must comply with and apply the principle of "zero tolerance" for fraud and corruption prevention throughout the entire duration of the project and must continuously remain vigilant on this issue. In the event of a suspicion of fraud identified by the Managing Authority (MA), immediate preventive measures will be taken concerning implementation of the project and its expenses, whether they have been paid or are pending, depending on the type and extent of the suspected fraud detected, in accordance with the procedures outlined in the Programme's Management and Control System.
- 6.8. The Managing Authority has the right to suspend payments for the project, if the latter is subjected to audits or inspections by the MA/JS, the Audit Authority, or the relevant EU bodies, until such audits or inspections have been completed. If the Audit Authority issues a report on national control systems and identifies systemic issues, the MA has the right to suspend payments until the matter is resolved.
- 6.9. The MA has the right to withhold payments until all required documentation is properly submitted or made available.
- 6.10. The MA shall review and respond within a reasonable time to any objections or issues raised in accordance with the terms of the Programme and the Management and Control System.

Article 7- Transparency and Communication

- 7.1. All Interreg project partners or financial instruments application body shall acknowledge support from the Interreg fund, including resources reused for financial instruments in accordance with Article 62 of Regulation (EU) 2021/1060, for the Interreg operation by:
 - a) Providing a brief description of the Interreg project on the partner's official website or social media platforms, if available,

that reflects the level of support provided by the Interreg fund. This description should include the objectives and results of the Interreg project, highlighting the financial support from the Interreg fund.

- b) Providing a statement that prominently highlights the support from the Interreg fund on documents and communication materials related to the implementation of the Interreg action that are intended for the public or participants.
- c) Displaying durable plaques or signs visible to the public, showing the Union emblem in accordance with the technical specifications outlined in Annex IX of Regulation (EU) 2021/1060, as soon as implementation of the Interreg project has been started, which includes physical investments or purchase of equipment, or as soon as equipment purchased in relation to Interreg-supported operations with a total cost exceeding EUR 100,000 is installed.
- d) For Interreg projects that do not fall under point (c), presenting to the public at least one poster of A3 size or an equivalent electronic image with information about the Interreg operation, with particular emphasis on the support from the Interreg fund, unless the beneficiary is a natural person.
- e) For strategic projects and projects with a total cost exceeding EUR 5,000,000, organizing a communication event involving the Commission and the responsible Managing Authority in due course.

7.2. The word “Interreg” shall be mentioned next to the Union emblem, in accordance with art. 47 of Regulation (EC) 2021/1060.

7.3. The Lead Beneficiary must ensure compliance of the project with Article 36 ‘Responsibilities of Managing Authorities and Partners Regarding Transparency and Communication’, paragraphs 4-6 of Regulation (EC) 1059/2021, Articles 47 & 50 and Annex IX of Regulation (EC) 1060/2021 concerning communication measures (information and publicity) related to co-financing from the Structural Funds, and the Communication Guide for Beneficiaries of Projects implemented under the Programme.

7.4. Where, after relevant JS instructions, remedial communication actions have not been put into place, the Managing Authority shall apply measures according to the provisions of the Management and Control System, taking into account the principle of proportionality, by cancelling up to 2 % of the support on Project or Partner level (art 36, par. 6).

7.5. Any communication by the project, in whatever form and on or by whatever media, including the Internet, must be governed by transparency and state that the project is co-financed by the European Union, the Programme, and the cooperating countries. Additionally, it must be ensured that the Lead Beneficiary, as well as the beneficiaries of the project, comply with the transparency and communication requirements (Article 36, paragraph 4) of the Programme for the co-financed project.

7.6. Any communication by the project, in whatever form and on or by whatever media, including the Internet, must state that it reflects the author’s views and that the Managing Authority shall not be held liable for any use that may be made of the information contained therein.

7.7. The Lead Beneficiary undertakes the obligation to send a copy of any publicity and information material produced to the Joint Secretariat, upon request and to have copies available for a period of 2 years after the contractual end of the project. This applies to all the Beneficiaries as well the Lead Beneficiary furthermore authorises the Joint Secretariat, the Managing Authority, National Authority and the European Commission to use such material in order to demonstrate the Programme and/or Project results through any means of publicity both offline and online, without any further consent from any of the Project Beneficiaries. In addition, Project Beneficiaries shall assist, in any possible way, any information or promotional campaign by the competent services of the European Commission and of the participating countries, regarding their project.

7.8. Any information, media appearance, or other publicity activity of the project shall be communicated to the Joint Secretariat for potential information and publicity activities.

7.9. The Managing Authority is authorised to publicise, the following information:

- the name of the Project and its Lead Beneficiary and Beneficiaries;
- the objectives, budget and executive summary of the project;
- the amount granted;
- the geographical location of the project;

- any other information agreed with the Lead Beneficiary.

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Article 8- Modifications to the Project

- 8.1. Any requests for project modifications must be duly justified and addressed to the Joint Secretariat.
- 8.2. The procedure for submission and approval of project modifications is described in detail in the Programme and Project Implementation Manual (project modifications), as in force.

Article 9- Controls and Audit

- 9.1. Project Beneficiaries accept that the competent services of the European Commission, the European Court of Auditors, the participating countries, the Programme Authorities as well as the designated controllers/auditors will control/audit the financial management and implementation of the project through documents and on-the-spot checks. To this end, the Lead Beneficiary and the Project Beneficiaries will:
- a. prepare all documents required for the above controls / audits,
 - b. provide and give access to all the necessary information and documents supporting an adequate audit trail,
 - c. give access to their business premises, throughout the implementation of the project, as well as within a period of five (5) years starting from 31 December of the year in which the last payment to the beneficiary is made
- 9.2. For control and audit purposes, the Lead Beneficiary should retain a copy of all Beneficiaries' certificates of verified expenditure.

Article 10- Assignment of rights on the Project

- 10.1. The Managing Authority is entitled, at any time, to assign its rights under this contract. In case of assignment, the Joint Secretariat will immediately inform the Lead Beneficiary.
- 10.2. The Lead Beneficiary may transfer or assign to a third-party rights and obligations stemming from this contract, in accordance with the national legislative framework of each participating country after the prior written consent of the Managing Authority and of the Monitoring Committee.
- 10.3. In case of legal succession of the legal representative of the Lead Beneficiary, the LB is obliged to transfer its rights and obligations stemming from this contract to its legal successor and immediately inform in writing the Managing Authority about the succession. In such case, the Subsidy Contract and the Partnership Agreement shall be amended accordingly.

Article 11 - Personal Data Protection

When the beneficiary has the status of "Data Processor", they must:

- (i) Be aware of and to comply with the applicable Union and Community legislation and in particular: Reg. 679/2016 "General Data Protection Regulation" as well as the national legislation of the member states of each partner.
- (ii) Fully undertake the resulting obligations, with regard to the protection and security of personal data that may be processed and/or come to their knowledge in any way during the performance of their duties and to fully comply with the instructions and obligations set by the "Processor"
- (iii) Ensure that access to the above personal data will only be granted to its authorized officers, who will be authorized to process the personal data and will undertake a confidentiality commitment. It does not hire another processor without the prior specific or general written permission of the controller
- (iv) Make available to the data controller any necessary information to prove compliance with the obligations attributed to him and to allow and facilitate the checks carried out.
- (v) Take all reasonable measures to ensure that the personal data it will process is limited to the minimum necessary in

relation to the purposes specified.

- (vi) Keep the personal data for a period limited by the period required by the purpose of the processing.
- (vii) To inform the data subjects of the purpose and legal basis of the processing, the recipients of the data and any transmissions thereof as well as the period of retention of their data.
- (viii) Implement policies, procedures, as well as organizational and technical means of personal data protection, including information security management procedures to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure, unauthorized access and other unlawful or unauthorized forms of processing, in accordance with applicable law.

Article 12- Intellectual and Industrial Property Rights on the Project

- 12.1. The Lead Beneficiary shall ensure that all products developed within the project are, subject to the provisions of national laws regarding intellectual property, kept free of all intellectual and industrial property rights. The project partnership explicitly commits to giving up all copyright on teaching material, methodologies and other products of any nature resulting from the project.
- 12.2. All products and rights (material and intellectual) deriving from the project and its deliverables will be the property of the partnership in their entirety. The Managing Authority reserves the right to use any of them for information and communication actions in respect of the "628 - Interreg VI-A IPA Greece-North Macedonia". In case there are pre-existing intellectual and industrial property rights, which are made available to the project, these are fully respected.

Article 13- Conflict of interest and fraud prevention

- 13.1. The Lead Beneficiary and all project beneficiaries undertake to make every effort to avoid any form of conflict of interest in the implementation of the transaction that could hinder the impartial and objective execution hereof.
- 13.2. Cases of "conflict of interest" are identified when impartial and objective exercise of the functions of those involved is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest.
- 13.3. The Lead Beneficiary and all project beneficiaries undertake to comply with the principle of "zero tolerance" in relation to fraud and corruption prevention issues and are constantly vigilant on the matter. They are also obliged, in case of suspicion of fraud, to report it immediately to the Managing Authority and the competent national authorities

Article 14- Termination of the Contract

- 14.1. The Managing Authority may terminate this contract and demand return of IPA III contribution and initiate the procedures for the return of the National co-financing, according to the national regulatory framework of each participating country, in full or in part, without being obliged to pay damages for doing so, in the following cases:
 - a. Where it is proved that false, or incomplete statements were made, at any time.
 - b. Where it is proved that forged documents were produced, at any time.
 - c. Non-performance of the obligations undertaken by the Lead Beneficiary under the contract herein, provided that such non-performance is not justified and the Lead Beneficiary, after being asked in writing to respect its obligations, fails to do so, or does not provide a satisfactory explanation within 30 calendar days from the date a written notice was delivered by the Managing Authority.
 - d. Use of all or part of the funds paid for purposes other than those envisaged herein.
 - e. Concession by the Lead Beneficiary of the entire or any part of the project with the exception of article 10 hereof.
 - f. Non respect of the provisions stipulated in this contract in respect of article 9 hereof.
 - g. Repeated failure to submit the progress reports, indicator achievement information within the reporting deadlines and

Beneficiary Payment Claims.

- h. Where the Lead Beneficiary or any of the Beneficiaries is found to be bankrupt or being wound up, has its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, is the subject of legal proceedings concerning those matters or, is in any analogous situation arising from a similar procedure provided for in the national legislations or regulations.
 - i. Where the Monitoring Committee has evidence on the Lead Beneficiary or any of the Beneficiaries or any related entity or person of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Community's financial interests.
- 14.2. In case this contract is terminated, the Managing Authority has the right to demand return of all or part of the amounts already paid out from all Project Beneficiaries. Project Beneficiaries are obliged to return any amounts owed under the terms hereof to the Lead Beneficiary, except for the Project Beneficiaries located in Greece for whom the MA/CA initiate the procedure foreseen in the Greek regulatory framework for recovery of amounts unduly paid to Greek Beneficiaries, and within the deadline stipulated in the Managing Authority's decision.
- 14.3. Should the Managing Authority exercise its right to terminate the contract, the Lead Beneficiary or the rest of the Beneficiaries shall not be entitled to offset any amounts owed to them by the Managing Authority for any reason whatsoever.
- 14.4. Should the Managing Authority exercise its right to terminate the contract, amounts owed will incur interest, to be calculated in accordance with the applicable Management and Control System on recovery of funds from Beneficiaries. Bank charges or other costs linked to the return of the amounts owed to the Managing Authority shall be exclusively borne by the Beneficiaries.
- 14.5. In the cases of article 13.1 hereof, the Managing Authority will, as a preventive measure, suspend payments without prior notice. The aforesaid provision will not affect the applicability of other measures or fines that could be imposed under the national legislation of the countries participating in the Programme.
- 14.6. In exceptional and properly justified cases, the Lead Beneficiary, with the consent of all Project Beneficiaries, may terminate the contract by giving a two (2) months' notice, in writing, to the Managing Authority. In such case, the Lead Beneficiary and the other Beneficiaries may request to receive or keep the part of the public expenditure corresponding to the part of the project carried out at that point. The final decision on the matter is the responsibility of the Monitoring Committee of the Programme, upon proposal of the Managing Authority. In any case, this clause shall apply without prejudice to the right of the Managing Authority to apply terms under article 4 hereof.
- 14.7. On the other hand, in exceptional and properly justified cases, apart from those of par. 1 for instance, the Managing Authority may, after consultation with and upon the decision of the Programme's Monitoring Committee, terminate the contract by giving a two (2) months' notice in writing to the Lead Beneficiary, without being obliged to pay any damages for doing so. In such case, the Lead Beneficiary is entitled to claim only the part of the IPA III contribution which corresponds to the part of the project implemented, provided that this has been established in the relevant Monitoring Committee's decision.
- 14.8. The Lead Beneficiary may file an objection, on behalf of the partnership, regarding an act, decision or omission of the MA/JS relating to any matter covered by the Subsidy Contract. Following the objection, the MA/JS will proceed to a mediation process. If no agreement is reached between the parties, the Lead Partner has the right to submit legal appeal before the competent Greek administrative court.

Article 15- Annexes

Annexes attached to this contract and the documents below are an integral part hereof:

Annex 1: Project approval (Decision of the Monitoring Committee)

Annex 2: Application Form

Annex 3: Partnership Agreement

Interreg



Co-funded by
the European Union

IPA Greece – North Macedonia

Article 16- Final Provisions

16.1. All communication made within the context hereof must be addressed to the Joint Secretariat of the Cross-border Cooperation Programme, in English and in writing, stating the acronym and MIS code of the project and be sent to the following address:

MANAGING AUTHORITY "INTERREG 2021 - 2027"
Address: 65 Georgikis Scholis Ave. Thessaloniki, 57001
Kyriakos Fotiadis
Tel +30 2310469600
email: kfotiadis@mou.gr

and

JOINT SECRETARIAT
Address: 65 Georgikis Scholis Ave. Thessaloniki, 57001
Information: Athina kouloumpatsani
Tel.: +30 2310469612
Email: akouloumpatsani@mou.gr

- 16.2. Should any provision hereof become wholly or partly null, the Managing Authority may decide if it affects the whole contract and shall inform the Lead Beneficiary accordingly. The parties hereto undertake the obligation to take all necessary actions to amend, if possible, the subject matter hereof affected. In case any of the terms hereof are declared void, illegal or unenforceable by a competent judicial authority, the two parties agree to modify such term or terms to reflect their intention.
- 16.3. Any modification to this contract, including its annexes, without prejudice to the provisions of article 10, must be made in writing and be subject to an addendum signed by both parties.
- 16.4. This contract is governed by Greek law and, should a dispute arise, which cannot be settled amicably between the parties themselves, it will be brought before the competent Greek courts in Greece.
- 16.5. All Programme Implementation Documents will be available on the Programme's website. Any modifications of the above documents shall be announced on the Programme's website.

The above were agreed between the parties and in credit thereof, this contract was drawn up in two copies in English (one for the Managing Authority and one for the Lead Beneficiary) and was signed as follows:

For the Lead Beneficiary
STRATOULI GEORGIA

Director of the Ephorate of Antiquities of Kilkis

GEORGIA STRATOULI
22/07/2025 12:01

For the Managing Authority
Nikolaos Papathanasis

Alternate Minister of Ministry of Economy and Finance

NIKOLAOS PAPATHANASIS
27/08/2025 14:16

DETAILS FOR THE REGISTRATION OF THE PROJECT IN THE PUBLIC INVESTMENT PROGRAM

- 1. The public contribution of the project** proposed for registration in the Public Investment Program amounts to **930.440,00 €**.

The public expenditure of the project is allocated as follows:

PIP DECISIONS THAT FUND/FINANCED THE PROJECT					
PIP Decision Code	PIP Serial Number	Beneficiary	Proposed Budget	Active PIP	Total Budget
E4143	-	EPHORATE OF ANTIQUITIES OF CILCIS		YES	480.000,00
ΕΠ4083	-	REGION OF CENTRAL MACEDONIA		YES	450.440,00

* The PIP Serial Number becomes effective after the Minister approves the Public Investment Programme Decision.

- 2. The eligible amount of public contribution**, which is proposed for registration in the Public Investment Program, amounts to **930.440,00 €**.